

03-19-1999

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECEIVED



IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MSD 3/16/99

1. Name of conveying party (ies):
Sagent Technology, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Sagent Technology, Inc.
Internal Address: _____
Street Address: 800 West El Camino Real, 3rd Floor
City: Mountain View State CA ZIP: 94040

Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 29, 1998

If assignment is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) and addresses attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,058,229
2,085,765

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John C. Nishi
Internal Address: _____

Street Address: Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road
City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00

Enclosed
 Authorized to be charged to deposit account

If fee insufficient, please charge:

8. Deposit account number:
23-2415 ATTN: 16030-900

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John C. Nishi
Name of Person Signing

Signature

March 12, 1999
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1870 FRAME: 0130

03/16/1999 10:46:42 AM
407000142078EE
407000142078EE

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"SAGENT TECHNOLOGY, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "SAGENT TECHNOLOGY, INC." UNDER THE NAME OF "SAGENT TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 1998, AT 4 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script that reads "Edward J. Freel".

Edward J. Freel, Secretary of State

2940273 8100M

981377549

AUTHENTICATION: 9331073

DATE: 09-30-98

TRADEMARK

REEL: 1870 FRAME: 0131

**AGREEMENT AND PLAN OF MERGER
OF SAGENT TECHNOLOGY, INC.,
A DELAWARE CORPORATION,
AND
SAGENT TECHNOLOGY, INC.,
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of September 29, 1998 (the "Agreement") is between Sagent Technology, Inc., a Delaware corporation ("Sagent Delaware"), and Sagent Technology, Inc., a California corporation ("Sagent California"). Sagent Delaware and Sagent California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Sagent Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 40,555,555 shares, of which 25,000,000 shares are designated "Common Stock," and 15,555,555 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 2,800,000 shares are designated Series A Preferred Stock, 5,655,555 shares are designated Series B Preferred Stock, 2,800,000 shares are designated Series C Preferred Stock, 1,800,000 shares are designated Series D Preferred Stock and 2,500,000 shares are designated Series E Preferred Stock. As of the date hereof, 100 shares of Common Stock were issued and outstanding, all of which are held by Sagent California, and no shares of Preferred Stock were issued and outstanding.

B. Sagent California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 40,555,555 shares, of which 25,000,000 are designated "Common Stock," and 15,555,555 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 2,800,000 shares are designated Series A Preferred Stock, 5,655,555 shares are designated Series B Preferred Stock, 2,800,000 shares are designated Series C Preferred Stock, 1,800,000 shares are designated Series D Preferred Stock and 2,500,000 shares are designated Series E Preferred Stock. As of the date hereof, 3,867,276 shares of Common Stock were issued and outstanding, and 2,566,890 shares of Series A Preferred Stock, 5,555,555 shares of Series B Preferred Stock, 2,694,858 shares of Series C Preferred Stock, 1,618,112 shares of Series D Preferred Stock, and 2,154,628 shares of Series E Preferred Stock, were issued and outstanding.

C. The Board of Directors of Sagent California has determined that, for the purpose of effecting the reincorporation of Sagent California in the State of Delaware, it is advisable and in the best interests of Sagent California and its shareholders that Sagent California merge with and into Sagent Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Sagent Delaware and Sagent California have approved this Agreement.

E. The terms of this Agreement were approved by the vote of a number of shares of each class of stock of both Sagent Delaware and Sagent California which equaled or exceeded the vote required.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Sagent Delaware and Sagent California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 *Merger.* In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Sagent California shall be merged with and into Sagent Delaware (the "Merger"), the separate existence of Sagent California shall cease and Sagent Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and Sagent Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Sagent Technology, Inc.

1.2 *Filing and Effectiveness.* The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporations Code;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporations Code shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 *Effect of the Merger.* Upon the Effective Date of the Merger, the separate existence of Sagent California shall cease and Sagent Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Sagent California's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Sagent California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Sagent California in the same manner as if Sagent Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II**CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1 *Certificate of Incorporation.* The Certificate of Incorporation of Sagent Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 *Bylaws.* The Bylaws of Sagent Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 *Directors and Officers.* The directors and officers of Sagent California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III**MANNER OF CONVERSION OF STOCK**

3.1 *Sagent California Common Stock.* Upon the Effective Date of the Merger, each share of Sagent California Common Stock, \$0.001 par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 *Sagent California Preferred Stock.* Upon the Effective Date of the Merger, each share of Sagent California Series A, Series B, Series C, Series D and Series E Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Series A, Series B, Series C, Series D and Series E Preferred Stock, \$0.001 par value, of the Surviving Corporation, as applicable.

3.3 *Sagent California Options and Stock Purchase Rights.* Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the Amended 1995 Stock Plan and all other employee benefit plans of Sagent California. Each outstanding and unexercised option or other right to purchase or security convertible into Sagent California capital stock shall become a like option or right to purchase or a security convertible into the Surviving Corporation's capital stock on the basis of one share of the Surviving Corporation's capital stock for each share of Sagent California capital stock issuable pursuant to any such option, stock purchase right or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Sagent California option, stock purchase right or convertible security at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights or convertible securities equal to the number of shares of Sagent California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 *Sagent Delaware Common Stock.* Upon the Effective Date of the Merger, each share of Sagent Delaware Common Stock, \$0.001 par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Sagent Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 *Exchange of Certificates.* After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Sagent California Common Stock or Sagent California Preferred Stock may, at such stockholder's option, surrender the same for cancellation to Wilson Sonsini Goodrich & Rosati, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock into which such holders' shares of Sagent California Common Stock or Sagent California Preferred Stock were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of Sagent California Common Stock or Sagent California Preferred Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock or Preferred Stock into which such shares of Sagent California Common Stock or Sagent California Preferred Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Sagent California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Sagent Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Sagent Delaware or the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Sagent Delaware that such tax has been paid or is not payable.

IV

GENERAL

4.1 *Covenants of Sagent Delaware.* Sagent Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Sagent Delaware of all of the franchise tax liabilities of Sagent California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 *Further Assurances.* From time to time, as and when required by Sagent Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Sagent California such deeds and other instruments, and there shall be taken or caused to be taken by Sagent Delaware and Sagent California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Sagent Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Sagent California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Sagent Delaware are fully authorized in the name and on behalf of Sagent California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 *Abandonment.* At any time before the filing of this Agreement with the Secretary of State of the State of Delaware, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Sagent California or Sagent Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Sagent California or by the sole stockholder of Sagent Delaware, or by both.

4.4 *Amendment.* The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 *Registered Office.* The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

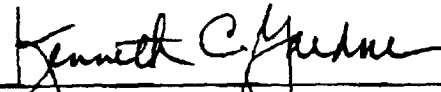
4.6 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2225 E. Bayshore Road, Suite 100, Palo Alto, California 94303 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.


4.8 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Sagent Delaware and Sagent California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

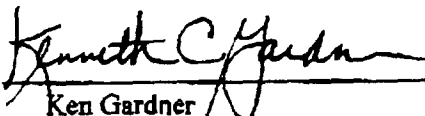
SAGENT TECHNOLOGY, INC.
a Delaware corporation

By: 
Ken Gardner
President and Chief
Executive Officer


ATTEST:


Arthur Schneiderman
Secretary

SAGENT TECHNOLOGY, INC.
a California corporation

By: 
Ken Gardner
President and Chief
Executive Officer

ATTEST:


Arthur Schneiderman
Secretary

0 The Green

Dover DE 19903

302 734 7492

302 374 8340

SEP 30 1998

Raymond Chang
Wilson Sonsini et al
650 Page Mill Road
Palo Alto, CA 94304-1050

Re: Sagent Technology, Inc.(DE.DOM.)
Merger: Sagent Technology, Inc.(CA.DOM.)

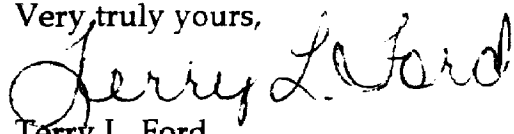
Dear Mr. Chang:

Pursuant to instructions received, the Certificate of Agreement of Merger for this company was filed in the office of the Secretary of State of Delaware on September 29, 1998 at 4 p.m.

We enclose one certified copy of the Certificate of Agreement of Merger.

Thank you for this opportunity to be of service.

Very truly yours,



Terry L. Ford
Senior Customer Specialist

TLF/gdc

Enc.

FEDERAL EXPRESS

1443344

San Francisco/Dm

WILSON SONSINI GOODRICH & ROSATI
PROFESSIONAL CORPORATION

650 PAGE MILL ROAD

PALO ALTO, CALIFORNIA 94304-1050

TELEPHONE 650-493-9300 FACSIMILE 650-493-6811

WWW.WSGR.COM

PALO ALTO, CALIFORNIA
KIRKLAND, WASHINGTON
AUSTIN, TEXAS

JOHN ARNOT WILSON
RETIRED

March 12, 1999

Box ASSIGNMENT
Commissioner of Patents
and Trademarks
Washington, D.C. 20231

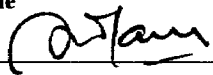
RECORDATION OF MERGER

Re: Registrant: Sagent Technology, Inc.
Registration No.: 2,058,229
Registered: April 29, 1997
International Class No.: 9
Mark: SAGENT
Attorney Docket No.: 16030-TM1002

Registrant: Sagent Technology, Inc.
Registration No.: 2,085,765
Registered: August 5, 1997
International Class No.: 9
Mark: INFORMATION STUDIO
Attorney Docket No.: 16030-TM1006

Dear Commissioner:

Enclosed please find a Recordation Form Cover Sheet for recordal of the merger of Sagent Technology, Inc., a California corporation, into Sagent Technology, Inc., a Delaware corporation, with Sagent Technology, Inc. (the Delaware corporation) being the surviving entity. Enclosed as

CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a)	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.	
<u>Suet W. Tam</u> Print Name	<u>March 12, 1999</u> Date of Deposit
<u></u> Signature	<u>3-12-99</u> Date

TRADEMARK
REEL: 1870 FRAME: 0139

Box ASSIGNMENT
Commissioner of Patents
and Trademarks
March 12, 1999
Page 2

proof thereof is a copy of the "Agreement and Plan of Merger of Sagent Technology, Inc., a Delaware corporation, and Sagent Technology, Inc., a California corporation" filed with the Delaware Secretary of State on September 29, 1998.

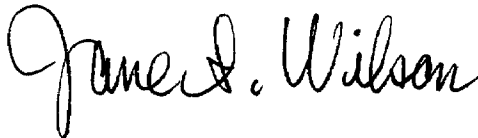
The required filing fee is enclosed in the form of a check made payable to the "Commissioner of Patents and Trademarks" for the sum of \$65.00. The Commissioner is authorized to charge any additional fees which may be required, including extension fees, or credit any overpayment to Deposit Account No. 23-2415 ATTN: 16030-900.

Please acknowledge receipt of the attached Recordation Form Cover Sheet, "Agreement and Plan of Merger of Sagent Technology, Inc., a Delaware corporation, and Sagent Technology, Inc., a California corporation" and the filing fee by stamping the enclosed post card with the date received and returning it to me.

Thank you for your prompt attention to this matter.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation



Jane S. Wilson
Legal Assistant

Enclosure

cc: Andrew P. Bridges (w/encl.)
John C. Nishi (w/encl.)

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